

**CITY OF MIDDLETOWN-PURCHASING OFFICE
MUNICIPAL BUILDING, ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895**



REQUEST FOR PROPOSAL

**RFP #2016-025
REAPPRAISAL AND REVALUATION OF REAL PROPERTY
FOR
THE CITY OF MIDDLETOWN**

PROPOSALS DUE BY: Wednesday, November 16, 2016 at 3:00 pm

**DONNA L, IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

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**REQUEST FOR PROPOSAL
CITY OF MIDDLETOWN, CONNECTICUT**

Proposal Documents, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut 06457, will be accepted until **Wednesday, November 16, 2016 at 3:00 pm** for the following:

**RFP #2016-025
REAPPRAISAL AND REVALUATION OF REAL PROPERTY
FOR THE CITY OF MIDDLETOWN**

The City of Middletown is seeking to engage the services of a qualified Appraisal firm experienced in completing municipal revaluation(s) utilizing the Computer Assisted Mass Appraisal Software System (CAMA) or equivalent program. The effective date of this revaluation shall be for the Grand List of October 1, 2017.

Services required pursuant to this contract shall consist generally of providing all equipment, materials, forms, supplies, and to provide all work and incidental services as specified herein as required to complete a reappraisal of all taxable and exempt real property located within the corporate limits of the City of Middletown.

The successful firm shall be required to possess and maintain from the date of receipt of proposals through the completion of all work specified herein a valid Connecticut Revaluation Company Certification pursuant to section 12-2c of the Connecticut General Statutes.

A bid bond in the amount of ten percent (10%) of the total bid amount shall be required with all proposals submitted. A Performance Bond in the amount of 100% of the contract sum shall be required from the selected firm following award.

Proposal Packages may be obtained at the Purchasing Department, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT, Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this RFP should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

All proposals shall be submitted in the order stipulated on the RFP on the designated forms and in a clearly marked and sealed envelope as designated in the Information for Bidders. All proposals must be received by Supervisor of Purchases, Room 112, City of Middletown, 245 DeKoven Dr., Middletown CT 06457 **no later than the date and time specified**. Responses received after this date will not be considered.

Proposals must be executed in accordance with and are subject to the instructions contained within the Information for Bidders. Within thirty (30) days after opening the proposals, the three (3) apparent lowest responsible Respondents' bond documents will be retained and all others returned. The three (3) lowest responsible Respondents' bond documents may be held for a period of up to ninety (90) calendar days or until a contract is signed and then all bond documents, other than those of the successful responsible Respondent shall be returned.

The Appraisal firm will be evaluated and selected based on their technical competence, their capacity and capability to perform the work within the time allotted, and past record of performance which will be appropriately weighted in descending order of importance. **Preference will be given to those firms with specific experience in the use of Computer Assisted Mass Appraisal Software System (CAMA).**

Firms responding to this request should be of adequate size and sufficiently staffed to perform the assignment described above in a timely manner. The selected firm must meet all City, State and Federal affirmative action and equal employment opportunity practices.

The City of Middletown reserves the right to waive any defect or any irregularity in any RFP and reserves the right to reject any or all proposals or any part thereof. Proposals, amendments to proposals or withdrawals of proposals received after the time set for receipt of the proposals **shall not be considered**.

All firms submitting a proposal with questionnaire are subject to and must comply with the equal opportunity and nondiscriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown. The selected firm must meet all City, State and Federal affirmative action and equal employment opportunity practices.

Dated: 10/18/2016

Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

RFP #2016-025
REAPPRAISAL AND REVALUATION OF REAL PROPERTY

I. DEFINITIONS

- A. ASSESSOR:** The word "ASSESSOR" shall mean the duly appointed CITY ASSESSOR of the **CITY OF MIDDLETOWN**.
- B. CONTRACT SPECIFICATIONS or SPECIFICATIONS:** The terms "CONTRACT SPECIFICATIONS" or "SPECIFICATIONS" shall mean this entire proposal and in more detail the Scope of Project section and made a part of a certain CONTRACT between the CITY and the COMPANY and any addenda thereto.
- C. CAMA:** The abbreviation "CAMA" means a Computer-Assisted Mass Appraisal system. The CITY'S current CAMA system is Appraisal Vision (6.5) provided by:
- Vision Government Solutions, Inc.
44 Bearfoot Rd.
Northboro, MA 01532
Telephone: 800-628-1013
Fax: 508-351-3798
- D. PROJECT:** The word "PROJECT" shall mean the reappraisal and revaluation of all taxable real property and all exempt real property as of October 1, 2017 within the corporate limits of the CITY OF MIDDLETOWN in accordance with Section 12-62 of the Connecticut General Statutes.
- E. COMPANY:** The word "COMPANY" means any person, firm, corporation, association or other entity performing the revaluation work under contract.
- F. CONTRACTOR:** The word "CONTRACTOR" shall mean and shall be used interchangeably with the word "COMPANY".
- G. CITY:** The word "CITY" shall mean the CITY OF MIDDLETOWN, Connecticut.
- H. JURISDICTION:** The word "JURISDICTION" shall mean the CITY OF MIDDLETOWN, Connecticut, and shall be used interchangeably with the word "CITY".

II. SCOPE OF PROJECT

- A. SCOPE:** This project includes the complete reappraisal and revaluation of all taxable and non-taxable Real Property within the corporate limits of the City of Middletown, Connecticut.

The successful CONTRACTOR shall furnish all the software, databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter-listed specifications. The CONTRACTOR may choose to utilize the CITY'S existing CAMA system Appraisal Vision provided by Vision Government Solutions, Inc. or furnish their own.

All work, and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary of the Office of Policy and Management, Section 12-62 of the Connecticut General Statutes, and any Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR of the CITY.

The values to be determined shall be the full fair market value as defined in Section 12-62 and 12-63 of the

Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate. Values to be determined shall meet or exceed all requirements for certification as set forth in the Performance Testing Standards, set forth by the Office of Policy and Management.

The revaluation PROJECT shall not include the valuation of taxable personal property.

- B. CONTRACT OPTIONS:** The PROPOSAL shall include separate bids for options as identified in the CONTRACT SPECIFICATIONS. The CITY shall have sole discretion over which options will be accepted.
- C. EFFECTIVE DATE:** The effective date of this revaluation PROJECT shall be the assessment date of October 1, 2017. All final values will reflect the October 1, 2017 market value rounded to the nearest hundred dollars. Assessments will be 70% of market value as required by state statute, rounded off to the nearest ten dollars.
- D. COMPUTER ASSISTED MASS APPRAISAL:** This revaluation PROJECT is to utilize Computer Assisted Mass Appraisal technology. Any Proposals including CAMA conversion to the COMPANY'S CAMA system shall include the following information:
1. Complete listing of additional costs attributed to conversion.
 2. Listing of municipalities now using the proposed computer assisted mass appraisal (CAMA) software.
 3. Description of the CAMA system, including (1) underlying valuation model and methodology, (2) necessary computer hardware requirements, (3) operating system software, (4) software programming language, (5) date written.
 4. The contractor will list any additional hardware required, and to be purchased by the Town, to support the contractor's CAMA software.
 5. Sample output from the proposed CAMA system.
 6. Software License Agreement for the period of time commencing with the start of the PROJECT through to June 30, 2018. The Agreement shall also list any costs for warranty and maintenance fees, system licensing fees, and charges associated with application modifications after the completion of the PROJECT.

III. CITY INFORMATION

- A. PHYSICAL DATA:** The CITY OF MIDDLETOWN is located in the central portion of the State of Connecticut in Middlesex County. Middletown has an estimated population of 47,700 and land area of approximately 42.9 square miles.
- B. GOVERNMENT:** The CITY OF MIDDLETOWN has a Mayor-Council form of government. The Mayor is the CITY'S Chief Executive Officer.
- C. PARCEL INFORMATION:**

APPROXIMATE NUMBER OF ACCOUNTS **October 1, 2015 Grand List**

TAXABLE REAL ESTATE

DESCRIPTION	# OF ACCTS	ASSESSMENT
RESIDENTIAL		
100 Residential	12,529	1,758,668,986
COMMERCIAL		
200 Commercial	734	431,805,012
INDUSTRIAL		
300 Industrial	144	222,646,173
PUBLIC UTILITY		
400 Public Utility	38	4,385,130
VACANT LAND		
500 Vacant Land	829	35,135,660
USE ASSESSMENT		
600 Use Assessment	244	1,806,760
TEN MILL FOREST		
700 Ten Mill Forest	1	23,110*
*Reassessed in 2014		
APARTMENTS		
800 Apartments	134	208,131,733
TOTAL TAXABLE REAL ESTATE RECORDS	14,653	2,662,579,454

TAX EXEMPT REAL ESTATE

DESCRIPTION	# OF ACCTS	ASSESSMENT
CITY OWNED PROPERTY	403	227,007,610
STATE OWNED PROPERTY	77	332,416,090
FEDERAL OWNED PROPERTY	5	13,664,180
CHURCHES	58	50,340,660
PARSONAGES AND CONVENTS	13	3,368,710
CEMETERIES	18	2,521,220
MISCELLANEOUS	412	653,396,914
TOTAL EXEMPT REAL ESTATE RECORDS	1,081	1,282,962,384

The CITY shall not permit additional charges by the COMPANY for differences in parcel counts. It is the responsibility of the COMPANY to estimate adjustments in parcel counts from the estimated parcel counts stated for October 1, 2015, to the actual parcel counts for October 1, 2017.

IV. PROJECT TIME SCHEDULE

A. Revaluation Schedule:

1. **Start:** The COMPANY shall start the revaluation work on or before December 1, 2016, or such other date as agreed to by the Assessor. Thereafter the COMPANY must continue in a diligent manner so as to ensure completion within the schedule of completion dates as set forth below.
2. **Completion Dates:** The following phases of the revaluation PROJECT must be completed in accordance with the following schedule:
 - New CAMA software system (including all bridges and links) is to be installed, tested and completely operational by January 1, 2016.
 - Complete land study and values set by June 01, 2017.
 - Complete building cost manual by June 01, 2017.
 - Complete study of market rents, expenses and capitalization factors by July 03, 2017.
 - Deliver completed images, and any associated software by August 01, 2017.
 - Deliver completed residential appraisals on draft property record cards or other documents as approved by the ASSESSOR to the ASSESSOR according to the following schedule:

<u>%</u>	<u>DATE</u>
25	08/01/2017
50	08/15/2017
75	08/29/2017
100	09/12/2017

- Deliver completed commercial, industrial, public utility and special purpose appraisals on draft property record cards or other documents as approved by the ASSESSOR to the ASSESSOR according to the following schedule:

<u>%</u>	<u>DATE</u>
25	08/20/2017
50	09/03/2017
75	09/17/2017
100	10/01/2017

ASSESSOR completes his/her review and final market adjustments are made no later than October 15, 2017.

- The integration of (NEW) CAMA software with administrative software, property records with all measurements, listings, sketches, and suggested values to the ASSESSOR by October 02, 2017.
 - ASSESSOR completes review and final adjustments made for real property no later than October 15, 2017.
 - Assessment change notices mailed to comply with Section 12-55 of Connecticut State Statutes by November 13, 2017.
 - Informal hearings to begin no later than November 20, 2017 and end no later than December 20, 2017.
 - Notices of results of informal hearings completed and mailed out, computer file is updated and final property record cards are printed and delivered to ASSESSOR in Map-Lot order no later than January 15, 2018.
3. **Initial Appraisal Impact Review:** Printout of the comparative assessment for October 1, 2016 Grand List and assessment for the October 1, 2017 Grand List will be supplied to the ASSESSOR starting on August 1, 2017, and periodically thereafter until the completion of the public hearings. The printout should include Unique ID, property location, percentage of change, neighborhood delineation, property class, and/or any other information deemed necessary by the ASSESSOR.
 4. **Assessment Date:** The completed appraisals, upon approval by the ASSESSOR will serve as a basis for assessments effective on the Grand List of October 1, 2017. Notwithstanding the dates mentioned above for any task, all values are to be based on the assessment date of October 1, 2017 and the properties as they exist in MIDDLETOWN on that date.
 5. **Delays:** The COMPANY shall not be liable for delays caused by reason of war, strike, explosion, Act of God, Order of Court or other public authority.

V. PAYMENT SCHEDULE

- A. **Periodic Payments, Progress Reports and Project Work Plan:** On the last business day of the month following the execution date of this contract, and on the last business day of each month thereafter during the period covered by this CONTRACT, the COMPANY is to certify by written progress report to the ASSESSOR, the percentage of the total work completed under the CONTRACT which the COMPANY has performed during the said month.

The CITY, upon determination by the ASSESSOR, that the certification of the COMPANY concerning work during said period is accurate, will pay to the COMPANY a percentage of the total compensation under this CONTRACT equal to the percentage of the work certified as having been performed during said period, less ten

(10%) percent which is to be retained by the CITY for payment to the COMPANY on the CITY'S determination, as certified by the ASSESSOR, that the COMPANY has performed fully and satisfactorily all its obligations and requirements under the CONTRACT, except for Litigation Support.

If the ASSESSOR determines that the COMPANY'S certification is inaccurate, the periodic payment shall be omitted, delayed or adjusted accordingly.

Within thirty (30) days of the signing of the CONTRACT, the COMPANY shall submit to the ASSESSOR for approval a complete PROJECT work plan. Said plan should list key PROJECT activities and include the start and completion date for each. The plan should estimate the total work days required to complete an activity, type of personnel required for each activity, whether the activity is a CITY, COMPANY, or joint responsibility, and the number of such personnel to be assigned to the activity.

The PROJECT work plan, biweekly written progress reports, requests for payment and periodic meetings shall form the basis for management of the PROJECT by the ASSESSOR and the COMPANY.

Upon completion of the duties of the Board of Assessment Appeals with respect to the October 1, 2017 Grand List, and upon determination by the CITY and certification by the ASSESSOR that the COMPANY has performed fully and satisfactorily all its obligations and requirements under the CONTRACT or CONTRACT SPECIFICATIONS, except for Litigation Support, the CITY will pay all payments due the COMPANY.

The performance bond may be reduced to 5% of the contract price after the Board of Assessment Appeals completes its duties for the October 1, 2017 Grand List. The retention of the performance bond to 5% of the contract price is to insure defense of appeals resulting from the revaluation work.

VI. RESPONSIBILITIES

- A. GOOD FAITH:** The COMPANY shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities under this CONTRACT and CONTRACT SPECIFICATIONS.

The COMPANY is responsible for fulfilling all of the stated requirements in this CONTRACT and CONTRACT SPECIFICATIONS in a timely fashion, consistent with a good faith effort. The COMPANY shall provide training for appropriate CITY personnel, adequate to provide them with the knowledge necessary to understand and use the appraisal system and or other software installed by the COMPANY.

- B. PUBLIC RELATIONS:** Public relations must be an important part of the revaluation PROJECT. Adequate public understanding of the revaluation program is essential to its success. The COMPANY must be prepared to assist the CITY in a public information campaign, which includes media releases and oral presentations. (All information and releases must have prior approval of the ASSESSOR.)

With the participation and approval of the ASSESSOR, individual presentations may be directed to taxpayers, local officials, business and civic groups so that they may better understand the scope and objectives of the PROJECT.

At a minimum, the following points will be addressed:

- Significance of the property tax
- Necessity of PROJECT
- Purpose and methods of PROJECT
- Equity

Role of CITY
Role of COMPANY
Role of ASSESSOR
Cooperation of parcel owners is a key to success

The public relations program must remain flexible to provide sufficient information to promote public understanding.

- C. CONDUCT OF COMPANY EMPLOYEES:** As a condition of this CONTRACT, the COMPANY'S employees shall, at all times, treat the residents, employees and taxpayers of the CITY with respect and courtesy. The COMPANY shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

A dress code (subject to the ASSESSOR'S approval) must be developed by the COMPANY and adhered to.

- D. OFFICE HOURS & STAFFING:** The COMPANY shall maintain an office in a MIDDLETOWN Municipal Building, as approved by the Assessor. This office shall be staffed with an adequate number of qualified and certified personnel so as to insure the successful completion of this PROJECT in accordance with the completion dates set forth in these CONTRACT SPECIFICATIONS and any addenda thereto. The CITY shall provide office space.

The COMPANY shall maintain telephone service during business hours. A phone answering machine shall be installed at the COMPANY'S expense to operate whenever the office is not staffed. The machine shall have a message to be mutually agreed upon by the ASSESSOR and the COMPANY. The COMPANY shall assume all costs related to the telephone service.

- E. EQUAL OPPORTUNITY AFFIRMATIVE ACTION REQUIREMENTS:** The COMPANY must be in compliance with all municipal, state and federal Affirmative Action and Equal Opportunity requirements. The COMPANY shall be in compliance with State of Connecticut Executive Order 13 and #7 and all applicable rules and guidelines as set forth by the State Labor Commissioner.
- F. QUALIFICATIONS OF PERSONNEL:** All personnel assigned to this PROJECT shall be subject to approval by the ASSESSOR and shall be caused to be removed from this PROJECT by the COMPANY upon written recommendation of the ASSESSOR.

All personnel assigned to this PROJECT shall be certified by the State of Connecticut at the appropriate level at which they will be working on this PROJECT. At the commencement of the PROJECT, the COMPANY shall submit to the CITY a written list of all personnel assigned to this PROJECT with their duties, starting date and qualifications, and shall maintain this list throughout this PROJECT.

Additionally, the COMPANY shall provide the ASSESSOR with a copy of the Connecticut Certificate of each person required to be certified in accordance with Section 12-2b of the Connecticut General Statutes and who shall be assigned to this PROJECT. The Certificates shall be provided prior to any actual work on this PROJECT by those personnel.

MINIMAL QUALIFICATIONS:

Project Manager or Supervisor: Administration of this PROJECT shall be assigned by the COMPANY to a Project Manager or Supervisor. He/she shall be certified by the State of Connecticut pursuant to Section 12-2b (C.G.S.) as a revaluation supervisor and have not less than five (5) years of practical appraisal experience involving extensive experience on commercial, industrial, apartment, and residential type properties.

The Project Manager shall be responsible for all work performed by the COMPANY. The project manager shall serve as an advisor in assisting the ASSESSOR in determining all land, building and improvement values for this

PROJECT. The Project Manager must have completed a minimum of two revaluations or two revaluation updates utilizing the VISION APPRAISAL CAMA system, or the COMPANY'S CAMA system.

The Project Manager or Supervisor shall be subject to the approval of the ASSESSOR.

Reviewers and Appraisers: Reviewers and Appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2b of the Connecticut General Statutes and shall not have less than two (2) years of practical appraisal experience in the appraisal of the particular type properties for which they are responsible.

Measurers and Listers: Measurers and Listers shall have not less than six (6) months of experience and training in this phase of a revaluation project. Any field person who does not meet the above qualifications must work under the direct supervision of an Appraiser, Reviewer or Project Manager, who is certified pursuant to Section 12-2b of the Connecticut General Statutes. The Project Manager is required to notify the ASSESSOR of the names, starting dates, qualifications, and field assignments of all Measurers and Listers. Minimum age for Measurers and Listers shall be twenty-one (21) years of age.

IDENTIFICATION: All field personnel shall carry suitable ID cards, which shall include an up-to-date photograph, supplied by the COMPANY and signed by the ASSESSOR. Any personnel who misplace their ID card will not be allowed in the field until a new ID card is obtained. All automobiles used by field personnel shall be registered with the Middletown Police Department and the ASSESSOR giving license number, make, model, year and color of the vehicle. In addition, all automobiles shall display signage identifying them as revaluation personnel.

CONFLICT OF INTEREST: It is specifically agreed that the COMPANY in the conduct of this project shall employ no resident of the CITY or CITY employee, other than in a clerical capacity, without the written approval of the ASSESSOR.

G. RECORDS: The COMPANY shall provide property record cards (field cards), computer supplies, computer stock paper, computer equipment, forms, postage, mass mailing handling, literature, papers and systems to be used in this PROJECT at no cost to the CITY.

1. **CAMA System:** The CITY shall provide a Computer Assisted Mass Appraisal system including software and a reliable interface that effectively bridges the CAMA system with the Grand List administrative system, data files, documentation, and CAMA support. The COMPANY shall maintain a separate database with all revisions relative to the 2017 appraisal and assessment updated as needed with active permits and ownership transfers. All data entry throughout the PROJECT shall be the responsibility of the COMPANY.
2. **CAMA System (NEW):** Any new Computer Assisted Mass Appraisal software proposed by the CONTRACTOR shall comply with the requirements set forth under SOFTWARE SPECIFICATIONS as specified in Section VII. CONTRACTOR shall provide all software and/or software modifications necessary to fully integrate with the CITY'S existing Windows network environment including full interaction with the assessment administration software package furnished and maintained by Quality Data Service, Inc. The CONTRACTOR shall also provide training and manuals of their CAMA system. The CAMA System must meet the requirements as provided for in Section 12-62f-(a) to 12-62f-(f) and 12-62i of the Regulations of Connecticut State Agencies. The CAMA software shall be installed and available to the assessor's staff no later than October 1, 2016. The CONTRACTOR shall update the data in the CAMA available to the ASSESSOR monthly thereafter.
3. **Property Record Cards (Field Cards):** At the conclusion of informal hearings the COMPANY shall provide the CITY with property record cards showing a photograph of the property, in electronic form

(.pdf, .tif or similar) and in hard-copy on white 110lb index sheet paper, and sorted by map-lot. The property record cards shall be subject to approval by the ASSESSOR as to format, design, content, shape, size, color, and quality. The property record cards shall reflect the final assessment as of October 1, 2017.

4. **Forms:** All forms used in this PROJECT shall be subject to approval by the ASSESSOR as to format, design, content, shape, size, color, quality and quantity, and shall further be subject to approval by the Secretary of the Office of Policy and Management as required by the Connecticut General Statutes.
5. **Records are CITY Property:** The original or a copy of all records and computations including machine readable data bases made by the COMPANY in connection with any appraisal of property for this PROJECT shall, at all times, be the property of the CITY and upon completion of the PROJECT or termination of this CONTRACT by the CITY, shall be left in good order in custody of the ASSESSOR. Such records and computations shall include, but not be limited to: (1) tax maps; (2) land value maps; (3) materials, wages and cost investigations and schedules; (4) property record cards (field cards) with property valuations and separate sketch cards or plot plans, if necessary; (5) sales data; (6) income, expense and capitalization rate data; (7) depreciation tables; (8) computations of land and building values; (9) all forms of correspondence including letters or memoranda to individuals, corporations, property owners, or groups of organizations explaining the revaluation, or assessments or appraisal methods used in this CITY or on this PROJECT; (10) duplicate "Notices of Assessment Change", (11) duplicate of hearing determination notices; and (12) Database of all property records, CAMA system, and integration with administrative system.
6. **ASSESSORS Records:** The COMPANY shall use a system approved by the ASSESSOR to accurately account for all records and maps, which may be taken from the files of the ASSESSOR in connection with this PROJECT. All such records and maps belonging to the ASSESSOR shall be returned immediately following their use. None of the ASSESSOR'S records shall be taken outside the corporate limits of the CITY without prior written permission of the ASSESSOR.

The existing database in the ASSESSOR'S CAMA system will be provided through the CITY. The COMPANY will maintain the database throughout the revaluation including all input of all field inspection information, property splits, transfers, and value review changes. If the COMPANY converts the data for use in its CAMA system the COMPANY will train the ASSESSOR'S staff in this process during the revaluation process. The ASSESSOR and the COMPANY will develop a schedule of training time.

7. **Sales Analysis:** The COMPANY shall conduct a field review and analysis of all sales that occurred from at least October 1, 2015 through October 1, 2017 (or such other reasonable period as deemed necessary by the ASSESSOR). These sales shall be reduced to appropriate units of comparison and segregated into the following major categories: vacant residential land, vacant commercial land, vacant industrial land, residential condominiums, commercial condominiums, residential properties, commercial properties, apartment properties and industrial properties. Further subcategory breakdown such as ranch, split level, cape, retail, office, gas station, etc. will also be required. No values shall be set until such an analysis is presented to, reviewed by and accepted by the ASSESSOR. The ASSESSOR is to approve final market adjustments no later than October 15, 2017.

H. DATA COLLECTION: Any and all data collection to be performed for this project will be the responsibility of the COMPANY. The CITY shall make available the current listing of physical construction details of all residential, commercial, and industrial buildings and structures and all structural improvements appurtenant to said property in the CITY. The COMPANY shall verify construction details of all residential, commercial, industrial, and condominium units, buildings and structures and all structural improvements appurtenant to property in the CITY that have been sold after October 1, 2015. Record of all visits to any property shall be entered in the CAMA system and shall indicate who was contacted and what occurred during that visit. IE: owner, tenant,

interior inspection, exterior inspection, refusal, etc.

- I. DATA MAILERS:** At the start of the PROJECT the COMPANY shall mail by first class mail to each homeowner, an informational letter a.k.a. a data mailer, which shall inform the homeowner of all data listed in the CITY'S records. Information contained in the data mailer shall include, but is not limited to, age, story height, style, number of total rooms, number of bedrooms, number of bathrooms, number of extra fixtures, number of fireplaces, square footage of basement finish (as applicable), description of outbuildings, a labeled sketch of the dwelling and a notice as to whether the interior was inspected or estimated. In addition the data mailer shall contain directions on how to correct inaccurate information, the CONTRACTORS phone number and hours of operation. The CONTRACTOR shall develop a system to check each reported discrepancy. The CONTRACTOR shall notify the ASSESSOR, in writing, of each reported discrepancy and the action taken by the CONTRACTOR i.e.; correct inaccurate information or no change, and reason why. All work shall be completed at no additional expense to the CITY,
- J. ASSESSMENT NOTICES:** No later than November 13, 2017, a notice in accordance with Section 12-55 of the Connecticut General Statutes shall be sent, at COMPANY 'S expense, by first class mail, to each owner of record as of October 1, 2017, setting forth the old assessment as well as the new valuation that has been placed upon the property identified in the notice. A searchable electronic copy (.pdf, .tif or similar) of all assessment notices shall be provided to the ASSESSOR prior to mailing. The CONTRACTOR shall notify the ASSESSOR of any returned assessment notices. The CONTRACTOR shall re-mail any notices the ASSESSOR is able to obtain corrected addresses for.

Further, information specifying the dates, times and place of any informal public hearings, with an explanation of the purpose of a revaluation and how assessments were determined will be enclosed. Such notices and information shall be subject to approval by the ASSESSOR.

Notices shall include both market value assessments and PA 490 assessments.

At the time assessment notices are mailed, the CONTRACTOR shall provide three sets of reports of every property assessment. Each set shall contain two reports, one report sorted by owner's name and one by property location. A set of reports shall be made available at selected public buildings. In addition all recorded property data shall be made available on a free access web site at the time assessment notices are sent.

- K. INFORMAL HEARINGS:** At a time mutually agreeable to the ASSESSOR and the CONTRACTOR, but not later than November 20, 2017, but following completion of all review work by the ASSESSOR and the CONTRACTOR, the CONTRACTOR shall hold informal hearings, at such times and at such locations as the ASSESSOR may specify, so that owners of property, or legal representatives of owners, may appear at appointed times to discuss with qualified members of the COMPANY'S staff, the assessed valuations of their property. The COMPANY'S personnel shall review property record information and explain the manner and methods of arriving at value. If during the informal hearing errors are discovered in the property listing the CONTRACTOR shall be required to take steps necessary to correct said errors including, inspection of the property. Informal hearings, at the discretion of the ASSESSOR, may be held on week nights and Saturdays as well as during business hours.

The COMPANY, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings, up to five percent (5%) of the CITY'S parcel count, and provide sufficient qualified personnel certified by the State of Connecticut and approved by the ASSESSOR to handle said hearings expeditiously and fairly. Should the CITY request that informal hearings be held in excess of the five percent base; the COMPANY will invoice the CITY at the per diem rate(s) shown in its PROPOSAL.

Any information offered by the taxpayer shall be given consideration, and adjustments shall be made where warranted. The COMPANY shall, at its expense by first class mail, notify in writing each taxpayer who has appeared at an informal hearing of the results of that hearing, whether the assessment has been changed or

not. The content and form of such notices shall be subject to the prior approval of the ASSESSOR. Such notice shall include: (1) the adjusted assessment, or (2) a statement that no change is warranted. A searchable electronic copy (.pdf, .tif or similar) of all hearing notices shall be provided to the ASSESSOR prior to mailing. The CONTRACTOR shall notify the ASSESSOR of any returned assessment notices. The CONTRACTOR shall re-mail any notices the ASSESSOR is able to obtain corrected addresses for.

- L. BOARD OF ASSESSMENT APPEALS:** The COMPANY shall have a qualified staff member, available for attendance at any deliberations of the Board of Assessment Appeals next to be held after the completion of the revaluation, Sundays excluded, to explain the valuations made. Such availability and attendance shall not be required after the date, including extensions as provided by statute, for the completion of the duties of the Board of Assessment Appeals on the October 1, 2017 Grand List.
- M. LITIGATION:** In the event of appeal to the courts or appeals boards, either pursuant to Section 12-117a or Section 12-119 of the Connecticut General Statutes, as amended from time to time, the COMPANY shall furnish upon request a competent witness or witnesses. Any such witness is subject to the approval of the ASSESSOR. It is understood that the COMPANY shall furnish said witness or witnesses on any appeal action instituted on the October 1, 2017 Grand List until final adjudication.

The COMPANY shall cooperate with the CITY at the CITY'S place of business, by providing assistance, any necessary documentation or narrative appraisal reports, to fully explain valuations determined in this PROJECT.

As part of the PROPOSAL the COMPANY shall indicate the amount billable to the CITY per person day for services rendered under this section.

- N. INFORMATION TO ASSESSOR:** The COMPANY shall give to the ASSESSOR any and all information requested pertaining to the revaluation work for a period of one year after completion of the duties of the Board of Assessment Appeals on the October 1, 2017 Grand List, without further cost to the CITY.

Throughout the PROJECT, the COMPANY shall satisfy all requests made by the CITY for information as to the COMPANY'S planned work schedule for the PROJECT, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work. Written monthly progress reports are required throughout the duration of the PROJECT, commencing thirty (30) days from the date the CONTRACT is signed.

- O. APPRAISAL SCHEDULES:** The COMPANY shall supply and leave for the CITY, not less than four (4) copies of all PROJECT appraisal schedules. Appraisal schedules are all tables, factors, models and model descriptions that were employed in the PROJECT to process value estimates as required in the section of this CONTRACT entitled "Appraisal Specifications". A draft copy of these appraisal schedules shall be turned over to the ASSESSOR upon approval of the schedules by the ASSESSOR. These schedules shall be in the form of a bound manual and will be the same schedules used in the CAMA system.
- P. OFFICE SPACE:** The CITY shall furnish to the COMPANY sufficient office space in a Municipal Building, as determined by the Assessor, to carry out the terms of this CONTRACT.
- Q. OFFICE EQUIPMENT:** The COMPANY shall provide all necessary office equipment including computers, printers, and filing cabinets for the project records.
- R. TELEPHONE:** The CONTRACTOR shall maintain at least two telephone lines at its MIDDLETOWN office for the duration of the Contract. At least one line shall be dedicated to phone service at all times. The second line may be used for phone, fax, or modem. The ASSESSOR may require the installation of additional lines as deemed necessary.
- S. PUBLIC ACCESS:** Property information shall be made available to the general public on a free access web site.

This web site is to be publicly available for a period of no less than 12 months beginning approximately 1 month prior to the start of informal hearings. Said web site is to contain all information listed on the final property record card. RFP's should include a complete listing of any fees and charges associated with maintaining said web site after the 12-month period.

VII. APPRAISAL SPECIFICATIONS

A. APPRAISAL OF LAND: The COMPANY shall appraise all land within the CITY; residential, commercial, industrial, public utility, tax exempt or any other land whether vacant or improved. All valuations are subject to the approval of the ASSESSOR.

1. **Land Inspection:** The CONTRACTOR shall review each plot or parcel and make necessary adjustments in value to compensate for topographical irregularities, such as high banks, steep slopes, swamps, irregular shape or anything else which may detract from or enhance the value of the land. The CONTRACTOR may utilize the CITY'S GIS to aid in their review. Any and all such irregularities shall be clearly noted on the final property record card whether or not any value adjustment was made.
2. **Land Value Study:** Land shall be valued on the basis of an analysis of sales data as specified in the section of these CONTRACT SPECIFICATIONS entitled "Sales Analysis". The analysis and application of sales data shall be governed by procedures and techniques commonly used in the appraisal of land and shall be approved by the ASSESSOR.

The COMPANY shall make a careful investigation of this data and shall verify sales of property within the CITY. All factors affecting the value of land shall be considered such as location, zoning, access, topography, soil conditions, size, shape, view, utilities, vacancy, etc.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations shall be entered on the property record card (field card).

3. **Land Value Units:** The COMPANY shall prepare land unit values by square foot, acreage, or fractional acreage; whichever in the judgment of the ASSESSOR most accurately reflects the market for the appraised land. All necessary tables and charts shall be developed by the COMPANY for the valuing of land. These charts shall be prepared according to standard appraisal practices and subject to the approval of the ASSESSOR.
4. **Land Value Map:** The CONTRACTOR shall delineate the land value units on all streets and acreage in the CITY on a suitable map to be provided by the CITY. The land value map shall be returned to the CITY prior to the completion of the PROJECT.
5. **Neighborhood Delineation:** After consideration of the environmental, economic and social characteristics of the CITY, the CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the CITY. Each neighborhood unit will, in the CONTRACTOR'S opinion, exhibit homogeneous characteristics. Each neighborhood unit will be assigned a separate identification code which will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.
6. **P.A. 490: Farm, Forest, and Open Space:** The COMPANY shall be responsible for determining the market value for all land. The ASSESSOR shall provide the COMPANY with in-use land rates for property classified under PA 490 as Farm, Forest, Open Space as well as 10-mill forestry. The COMPANY shall aid the ASSESSOR in the process of applying these land rates to all such designated

parcels. The CAMA system shall be capable of generating and maintaining both market values and use values.

B. APPRAISAL OF RESIDENTIAL BUILDINGS & STRUCTURES

1. **Review:** In accordance with Section 12-62 of the Connecticut General Statutes all properties shall be reviewed in the field by the COMPANY'S personnel certified as reviewers, as previously prescribed in these specifications.

The Properties shall be reviewed for correct listing of information, grade, condition, classification, and final value and to assure that they are correlated consistently and equitably throughout the municipality to comparable properties. The ASSESSOR shall be notified of the dates of reviewing and may accompany the reviewers during any phase of the revaluation PROJECT.

2. **Pricing and Valuations:**

- a. **October 1, 2017 Market Value:** Pricing and valuation of all land, buildings and improvements must reflect the market value as of October 1, 2017, and shall be done from and in accordance with the previously approved manuals and schedules. (Market values shall be rounded to the nearest hundred.)
- b. **Final Valuation:** The final valuation of any property in the CITY shall be the fair market value of the land, buildings and other improvements, as they exist on October 1, 2017.

The final valuation will be determined after a correlation of 1) replacement costs of the buildings and improvements, less depreciation from all causes plus the market value of the land, 2) comparable sales approach and 3) income approach where applicable. All factors affecting the value of the property shall be noted on the property record.

- c. **Preliminary CITY Acceptance:** Prior to the mailing of any assessment notices, the COMPANY'S project manager (supervisor) will review the final values, computed by the COMPANY, with the ASSESSOR to ensure that the ASSESSOR is prepared to accept the COMPANY'S work. The ASSESSOR will make the final judgment on the final value. If deemed to be unacceptable, the values will be revised by the COMPANY as required or specified by the ASSESSOR.
3. **Appraisal to Sales Ratio Analysis:** Valuation analysis of residential properties shall be performed as a means of substantiating the values derived. The analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. This analysis shall include, at a minimum, appraisal to sale ratio, the median ratio, the weighted mean, the price related differential and the coefficient of dispersion.

The COMPANY shall verify all sales that are part of the sales analyses. Performance standard reports required by the State will be produced. Any additional request for sales analyses by the ASSESSOR shall also be performed.

C. APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, EXEMPT & SPECIAL PURPOSE PROPERTIES:

1. **General:** All commercial, industrial, public utility, exempt, and special purpose buildings and improvements shall be inspected, classified, priced, valued and reviewed in the same manner as residential properties as set forth above, except that the height of the building shall also be measured and recorded on data collection card (listing card) and the property record card (field card). Any data collection activities are the responsibility of the COMPANY.

2. **Income Approach:** Income and expense data gathered by the CITY shall be utilized by the COMPANY for income producing properties. Any income and expense data including summary reports and rent schedules shall be property of the CITY. All information filed and furnished with the income and expense report shall be considered and treated as confidential. This information shall not be a public record and is not subject to the provisions of Section 1-210 (Freedom of Information) of the Connecticut General Statutes. From these returns and other data sources, the COMPANY will establish market or economic rent and expenses for income producing properties.

The COMPANY shall also develop capitalization rates by investigating sales and income data. Rates shall be established for various classes of property. When the ASSESSOR has approved the rates, factors and methods, the COMPANY shall make appraisals including the income approach in accordance with the Connecticut General Statutes.

The CITY shall be responsible for the collection of income and expense reports.

3. **Narrative Appraisal Reports:** A separate bound report will accompany the following FIVE (5) selected industrial and commercial properties. This report shall include a building-by-building component description of construction and of fixed equipment taxable as real estate, showing individual replacement value, sound value and depreciation for each. All yard improvements shall be listed individually and shall be priced and depreciated separately. A plot plan showing each building in its proper location, drawn to scale, shall be included in this report. Buildings contained in these reports shall have all three (3) approaches to value considered.

- i. United Aircraft Corp
- ii. FedEx Ground Package System Inc
- iii. Aetna Life & Insurance Co
- iv. Midcon Partners Limited Partnership
- v. Parrotta Family Irrevocable Trust

4. **Sales Analysis:** Sales analyses of commercial properties shall be made in the same manner and for the same purposes as prescribed for residential properties. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

5. **Fixed Equipment:** All fixed machinery and equipment serving a building and taxable as real estate shall be listed within that building and priced in accordance with procedures as outlined in the applicable price schedule. If a question exists whether certain machinery or equipment is taxable as real estate, the COMPANY shall bring that question to the attention of the ASSESSOR and be bound by the ASSESSOR'S determination.

Any item that might be considered an item of personal property, yet is included in the valuation of the building, the ASSESSOR shall be notified in writing and it shall be separately listed and described by the COMPANY either on the property record card or separately on another record.

6. **Review:** A final review and inspection shall be made in the same manner, extent, and for the same purposes as prescribed for residential properties. The reviewer shall be competently trained, certified and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building for which the reviewer is responsible for the final value.

7. **Final Review of Values:** The COMPANY'S review appraisers will review in the field all parcels after value generation. The final valuation shall be the Fair Market Value of the land, buildings and improvements, as they exist on October 1, 2017. The final valuation will be determined after a

correlation of 1) replacement cost of the buildings and improvements, less depreciation from all causes, plus the market value of the land, 2) comparable sales approach, and 3) income approach where applicable. All factors affecting the value of the property shall be noted on the property record card.

8. **Preliminary CITY Acceptance:** Prior to the mailing of assessment notices, the COMPANY'S Project Manager will review the final values, as computed by the COMPANY, with the ASSESSOR, to ensure that the CITY is prepared to accept the COMPANY'S work. The ASSESSOR will make the final judgment on the final value. If deemed to be unacceptable, the values will be revised by the COMPANY as required or specified by the ASSESSOR.

D. RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CONDOMINIUMS

1. **Summary Report:** The ASSESSOR shall provide the COMPANY with a separate summery report for each condominium complex. The report has been compiled from the best information available and includes a listing of unit styles, number of units, description of all common area, a copy of the most recent declaration, a copy of the by-laws, and a plot plan for the entire property.
2. **Appraisal:** Each unit, or any limited common area that may be conveyed, shall be listed and valued separately. The final valuation shall be the Fair Market Value of the condominium units, as they exist on October 1, 2017. The final valuation will be determined after a correlation of 1) replacement cost of the buildings and improvements, less depreciation from all causes, 2) comparable sales approach, and 3) income approach where applicable.

E. PERMITS AND NEW CONSTRUCTION

1. **Building Permits:** All "open" permits, which may have been issued prior to the start of the PROJECT, will be provided to the COMPANY. In addition, the ASSESSOR shall provide on a timely basis all building permits issued during the course of the revaluation PROJECT, up to October 1, 2017, to insure that all new construction, additions, improvements, and demolitions will be included in the COMPANY'S appraisals. The COMPANY will perform all necessary data collection.
2. **Incomplete Construction:** The COMPANY shall deliver to the CITY a computer listing by property location for all parcels that have incomplete improvements on October 1, 2017. Notations will be made on the property record explaining the improvement that is incomplete. The record shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date. The final inspection by the COMPANY and review shall take into consideration any known or apparent changes in the individual property since it was first inspected in order that the final appraisal of property shall be appraised as of October 1, 2017. Finalizing these incomplete values will be a joint effort between the CITY and the COMPANY.

VIII. TRANSMITTAL OF RECORDS TO THE ASSESSOR

- A. **APPRAISAL REPORTS:** Regular periodic delivery of appraisals, as completed, and in accordance with the schedule provided in the section of these CONTRACT SPECIFICATIONS entitled "Completion Dates", shall be made to the ASSESSOR for his/her review. All completed and corrected records shall be turned over to the ASSESSOR as of January 15, 2018.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under the provisions of applicable law. It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the

procedures and technical requirements of the ASSESSOR and, at least biweekly, shall meet with said ASSESSOR to discuss the progress and various other details of the project.

- B. CAMA SYSTEM (NEW):** The CAMA system shall be installed on the CITY'S computer system by October 1, 2016 and shall be available to the ASSESSOR. The system shall include both the CAMA software and manuals. The CONTRACTOR shall update property appraisal data on the CAMA system installed on the CITY'S computers at least monthly as completed. The complete software system (including all bridges and links) is to be installed, tested and completely operational.

IX. RESPONSIBILITY OF CITY

- A. NATURE OF SERVICE:** It is clearly understood and agreed that the services rendered by the COMPANY are in the nature of assistance to the ASSESSOR and all decisions as to proper valuations; taxable or tax-exempt status shall rest with the ASSESSOR. The COMPANY shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper valuations and shall not undervalue or overvalue any land, building or other property to avoid or to minimize its responsibilities as outlined in these CONTRACT SPECIFICATIONS.
- B. COOPERATION:** The ASSESSOR, CITY, and its employees will cooperate with and render all reasonable assistance to the COMPANY and its employees in the course of this PROJECT.
- C. ITEMS FURNISHED OR MADE AVAILABLE BY CITY TO THE COMPANY:** The CITY shall furnish, or make available, the following:
- 1. Maps:** The CITY shall furnish an electronic copy of the ASSESSOR maps showing streets, property lines, and parcel identification numbers. Access to the CITY'S GIS may also be made available through the CITY'S website or in conjunction with the CAMA.
 - 2. Land Dimensions:** The CITY will make available lot sizes and total acreage to the COMPANY of all property from current property record cards or the current computer data base (subject to the provisions of the section in these CONTRACT SPECIFICATIONS entitled "ASSESSOR'S Records").
 - 3. Zoning:** The CITY will furnish one (1) set of the current CITY zoning regulations and a zoning map.
 - 4. CAMA Database & CAMA Software:** The ASSESSOR will make available to the COMPANY the current CAMA database and CAMA Software.
 - 5. Property Transfers:** The CITY shall notify the CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by the CONTRACTOR. The CONTRACTOR shall update the revaluation database as necessary.
 - 6. Income and Expense Forms:** The CITY shall make available all copies of the income and expense information received by the CITY for the 2014, 2015, and 2016 filing periods. All information filed and furnished with the income and expense report shall be considered private and confidential and not be a public record and is not subject to the provisions of Section 1-120 (Freedom of Information) of the Connecticut General Statutes.
 - 7. Introduction:** The ASSESSOR shall furnish letters of introduction and authority to inspect real estate in the CITY. The ASSESSOR shall sign the photo ID cards provided by the COMPANY for its employees for this PROJECT.

8. **Office Space:** The CITY shall furnish to the COMPANY sufficient office space in a MUNICIPAL BUILDING, as approved by the Assessor, to carry out the terms of this CONTRACT.
9. **Computer Hardware:** All work will be performed on the COMPANY'S hardware.
10. **Internet Access:** The CONTRACTOR shall have internet access as provided through the CITY'S network. While using internet access provided by the CITY, the CONTRACTOR shall be required to comply with the CITY'S policies regarding internet access. The CITY reserves the right to review usage and/or restrict access.

X. RESPONSIBILITY TO THE ASSESSOR

It is understood and agreed that the reappraisal of properties covered by this agreement shall conform to the procedures and technical requirements of the ASSESSOR and, at least monthly, the COMPANY'S Project Manager (Supervisor) and ASSESSOR shall discuss the progress and various other details of the PROJECT. At this monthly discussion, written "PROGRESS REPORTS" shall also be submitted prior to making any payment due the COMPANY. These discussions may be scheduled to occur more frequently if it is found to be necessary by the ASSESSOR.

XI. SOFTWARE SPECIFICATIONS

- A. GENERAL REQUIREMENTS - NEW Computer Assisted Mass Appraisal System:** The CAMA system shall provide a comprehensive means to produce computer generated, defensible values for real property within a data base management environment. The CAMA system provided to the CITY shall be based on sound appraisal methodology coupled with sophisticated systems analysis and design to give the CITY capability to maintain a current, accurate and equitable assessment list for all properties, at a reasonable cost. The CAMA system shall include valuation capability for all classes of property including residential, commercial, industrial, and public utility. It should provide the three (3) approaches to value: Market, Cost, and Income. In addition, the CAMA system shall have value override capability for any or all of the three approaches.

The CAMA system shall store and display the data that is collected for each parcel on both screens and reports. Also, the system should support the creation and analysis of separate inventory and sales history data files; store and apply factors and values to calculate cost, market and income estimates of value; generate sales ratio reports and support the valuation aspects of maintenance activities, such as parcel splits, building permits, and transfers. The system should support the valuation data for residential, commercial, industrial, public utility, exempt and vacant land parcels. Special properties such as condominiums should be accommodated as well. With regard to annual assessment maintenance, the system should offer the option of pricing any additions or new outbuildings through the cost approach, and adding the depreciated value to the market or income generated solution. The software should be user friendly with respect to on-line data maintenance, intelligent output reports, user-controlled edit features, and cost, market, and income tables and factors which can be updated for future year revaluations or statistical revaluations.

The CONTRACTOR shall be required to perform all the necessary data processing functions. The CONTRACTOR shall be required to submit an installation schedule, with benchmark installation dates for all major features of the CONTRACTOR'S software. The CONTRACTOR must have the ability to interface with the CITY'S existing administrative software. All costs related to interfacing, bridging, etc. shall be the responsibility of the CONTRACTOR.

The CAMA system shall have the capability of generating values and the statistics assumed therein to a statistical property revaluation as specified in the regulations of The Office of Policy and Management.

The software package must meet the current CAMA Grant (Connecticut General Statute 12-62f) requirement of the Office of Policy and Management of the State of Connecticut (including those functions and features considered optional for the CAMA grant).

- B. SOFTWARE CODE AND DOCUMENTATION:** As delivered to the CITY, the software system shall include at least one (1) technical manual with codes and technical documentation, and at least (3) user manuals or user information and instruction. The CONTRACTOR shall supply, at no additional cost to the CITY, all information on (including revisions to the technical manual and the user manual) and installation of all system enhancements and software maintenance available from the CONTRACTOR through June 30, 2018. The CAMA system must be available to the CITY to review and print records even if it is out of the term of warranty or maintenance agreements, and under no circumstances shall the CITY be blocked or otherwise prohibited from using the software to review or print records.

All cost directly related to the CAMA software should be broken out, including:

1. Software license fees. If several modules with separate license fees are offered, please list each one separately.
2. Charges, if any associated with application customization. How much time is typically allocated for customization, and at what cost?
3. Warranty and maintenance fees. Are upgrades included in the maintenance fees? If not, what is the charge for upgrades?

C. REQUIRED FUNCTIONS AND FEATURES FOR THE CAMA SYSTEM:

1. Security devices to restrict access to various fields or with restriction also for inquiry only status as opposed to inquiry and update status.
2. Multi-user access to parcels via multiple keys, such as street address, owner name, Map-Lot, list number, and permanent parcel ID number.
3. Multi-user access for on-line parcel data updates, deletions, and additions.
4. Multi-user inquiry capability on all parcel information for ongoing assessment administration, equalization, and development of appraisals.
5. Concurrent processing of multiple tasks without evident performance degradations.
6. On-line screens laid out to follow the flow of the property record card used for the reappraisal and logical groupings of data on the property record card.
7. A module for sales history and sales-assessment ratio analysis, including at least mean, weighted mean, median, range, and coefficient of dispersion.
8. A maintenance function producing audit trail reports showing the before and after status of data maintained, and the responsible person, time and date of the maintenance, to provide total accountability for the system. Such reports could be for all types of changes or for any selected types of changes.
9. Be able to price, and re-price the entire property file, a selected range, or an individual parcel using cost, income, or market approaches to value.
10. Be able to maintain both market and use values simultaneously.
11. Summary reports of the data collected and added to the inventory file, and value review change summaries to enable the monitoring of value changes in the field or during hearings. Assessor overrides and the reasons for changes shall be included in these summary reports.
12. File maintenance reports with file status summaries.
13. A Grand List Module conforming to the statutory requirements.
14. Be Library or table-driven to allow for easy changes to data items, data codes, and edits.
15. A module to interface with GIS software.
16. Be able to display, print, and update, a selected range, or any individual parcel a visual database.
17. Capability to price partially heated, air conditioned and/or unfinished areas. Unfinished areas shall not be included in calculations for total living area. Table driven adjustments are preferred.

18. Be able to generate any type of building sketches regardless of shape or size.
19. Be able to calculate square foot of living area from entered sketch based on floor area, story height data and/or building sections with dimensions and story height.
20. Be able to calculate area and generate value for $\frac{1}{2}$, $\frac{3}{4}$, 1, $1\frac{1}{2}$, $1\frac{3}{4}$ or any other multiple story structures.
21. The CAMA system shall be capable of printing property record cards (field cards) with all data including sketch, GIS information, and property images.
22. Report generating capabilities including: assessment change impact analysis providing detail and summary information by property class, building type or style, age, size, grade, and neighborhood. Capabilities to modify edit programs. Capability to print a taxpayer mailer of selected physical inventory characteristics.
23. Query module capable of generating selective data export, or reports based upon user defined criteria to any electronic median e.g.; data file, paper report, screen display.
24. Summary reports for transfers which must include property address, Map-Lot, new owner's name, new owner's mailing address, transfer date, volume/page, list number and permanent parcel ID. The report may be sorted by any of the selected items and for periods of time.
25. Technical documentation and user documentation. (User documentation preferable on-line "Help" screens in addition to the required manual).

The CONTRACTOR shall provide the CITY (in tape, disk, diskette, or whichever medium is requested by the CITY) a "backup" copy of the complete CAMA system for recovery purposes only.

The City shall consider the CAMA system software a trade secret of the CONTRACTOR and shall take all steps necessary to protect the confidentiality of that software. The CONTRACTOR agrees to provide software patches and replacement updates for any software errors reported to the CONTRACTOR through to June 30, 2018.

D. DESIRABLE FUNCTIONS AND FEATURES:

1. Appropriate flags available in the system to identify parcel activity, such as permit work.
2. Ability to use database with other available software (such as "Excel") to enhance report and analysis capability.
3. Capability for user customization by certain ASSESSOR'S Office staff; includes capability for customization of menus, data input screens and formats and other aspects of the program-user interface environment; customization of reports and other forms of output with regard to creation, formatting, inclusions and other aspects; inclusion of user accessible macro/program language which allows certain users to create and customize program functions (as opposed to being limited to key-stroke macros).
4. Capability to build independent sales file. Multiple sales for a parcel can be maintained as well as multiple years. On-line maintenance can access both parcel file and sales file.
5. File architecture that allows the addition of other fields or the expansion of other features that may be added by the CITY in the future.
6. Copy feature for duplicating identical record information to multiple parcels e.g., subdivided parcels.

E. TRAINING: Structured training sessions provided for the ASSESSOR'S Office staff to guarantee they achieve a sound understanding of the operation of the CAMA system. The ASSESSOR shall stipulate in writing that each training phase has adequately addressed the ASSESSOR'S Office staff needs in learning the skills required for each phase. The CONTRACTOR shall submit a formal schedule for training. The training on the CONTRACTOR'S CAMA system shall begin as soon as the original input data phase.

F. DELIVERY AND WARRANTY OF SOFTWARE SYSTEM: The ASSESSOR and the CONTRACTOR shall agree upon a schedule of delivery for the software system including but not limited to, the database, bridging procedures, the initial data conversion, and the various software modules. This agreement shall correspond as closely as possible with the "Summary of Pertinent Dates" and the "Completion Dates" sections of these CONTRACT SPECIFICATIONS. It is clearly understood that no later than October 1, 2016, the complete software system

(including all bridges and links) is to be installed, tested and completely operational. If the CONTRACTOR does not achieve that completion date, the CONTRACTOR shall be subject to liquidated damages as specified.

G. PERFORMANCE CRITERIA: When the software system is installed and completely operational, the CONTRACTOR shall certify this to the ASSESSOR. Following such certification, which must have been preceded by significant ASSESSOR staff training by the CONTRACTOR and delivery of user manuals to the ASSESSOR, the system with all of its modules and features shall be available to the staff of the ASSESSOR in the ASSESSOR'S computer. If the system does not operate successfully when operated in accordance with the CONTRACTOR'S specifications and instructions, during the period following the CONTRACTOR'S certification of installation, the CONTRACTOR shall have ten (10) working days to meet the standard of performance specified in the CONTRACTOR'S specifications and instructions. If the CAMA system does not successfully operate, as of the eleventh day, the CONTRACTOR shall be subject to liquidated damages for each such occurrence after October 15, 2016. If such failures of the CAMA system to successfully operate occur more than five (5) times after October 15, 2016 and prior to January 2, 2017, the CITY may at its sole discretion, in addition to the liquidated damages already noted, exercise any of the following options:

1. Require the CONTRACTOR to make any or all necessary modifications, at no extra cost to the CITY, and to continue the PROJECT.
2. Terminate the CONTRACT as provided in the Termination section of the CONTRACT SPECIFICATIONS.
3. Pursue any other legal remedy.

H. SOFTWARE MAINTENANCE: Software maintenance must be available as part of an ongoing system support agreement. The CONTRACTOR must submit as part of its PROPOSAL complete software maintenance and enhancements through June 30, 2018. Also, as part of its PROPOSAL the CONTRACTOR shall supply a description of its maintenance contractual options or mandates together with an estimate of the current annual cost for such options.

I. COST APPROACH MODULE SPECIFICATIONS

1. General

This system should include data management and cost valuation components for all types of construction. It should produce a valuation document showing the replacement cost calculations on each property, the appraiser's adjustments and final value determination. The module should access a maintainable table of replacement cost formulas and depreciation schedules which are keyed to a structure code (indicating what the improvement was built as or designed to be used for). It should provide for correlation of the cost approach with the market through the use of economic condition and function obsolescence. The CONTRACTOR shall prepare for usage in the PROJECT, both as computer table file and in manual form, as hereinafter specified, depreciation schedules and replacement cost schedules that shall reflect the unit-in-place method based upon the square foot area of buildings. These schedules shall be used in computing the replacement cost in the CITY of all types of construction. They shall reflect all direct and indirect cost of construction. Before final acceptance they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before adaptation and usage by the CONTRACTOR.

2. Type of Cost Schedules

- a. Residential: A square foot cost schedule shall include schedules for various classifications, types, models and story heights normally associated with residential buildings. A minimum of five (5) house grades is required. Additional grades if required shall be determined by a survey of various construction types within the CITY. The base specifications shall reflect the building customs and practices found within the CITY. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with

prices for heating systems, central air conditioning, bathrooms, built-in appliances, modernized kitchens, fireplaces, basements, porches, breeze-ways, attached and unattached as well as basement garages and schedules for other building improvements usually found on residential property (swimming pools, gazebos, hot tubs, decks, patios, garages, barns, sheds, tennis courts, greenhouses, etc.). Schedules shall cover buildings with ground area from 25 to 25000 square feet.

- b. Commercial, Apartment, Industrial, Special Purpose and other Structures: Cost schedules, charted for structures of 100 square feet or more, shall be based on square foot costs for various classes, occupancy types and quality of buildings together with modifiers for deviations from the standard. Costs shall include all direct and indirect costs. Modifiers and refinements for various construction components may be on a square foot or a unit-in-place basis and should include, but not be limited to, adjustments for heating, cooling, sprinklers, elevators, multi-story, story height, size/shape, etc.

3. Depreciation Schedules

Depreciation schedules and methods to be used in determining the amount of depreciation or obsolescence (physical, functional or economic) shall reflect the normal and accepted depreciation rates of various construction, according to classification, age and condition. These schedules or methods shall cover all types of construction, and shall be approved by the ASSESSOR.

4. Requested Functions and Features

- a. The system must compute value estimates based on standard appraisal methodology (acceptable by the International Association of Assessing Officers and the Appraisal Institute) with clear documentation for non-automated value computations and defense of values.
- b. All cost schedules and depreciation schedules are to be approved by the ASSESSOR. Three (3) complete copies of these schedules are to be delivered to the ASSESSOR.
- c. The basic residential classification system must identify property within frame type, quality class and floor area, as a minimum.
- d. The component costs must be easily understood in terms of replacement cost new, depreciation and land rate schedules.
- e. The system must provide for on-line updating of data management file with the cost estimates. This includes the capability in the years following the revaluation of pricing any new outbuildings through the cost approach and adding the depreciated value to the market or income generated solution. This function shall offer increased versatility after the revaluation.
- f. The system software must be adaptable to time and location indices as well as possible neighborhood adjustment tables.
- g. The depreciation tables shall be developed using comparable sales and observed condition methods.
- h. The cost approach must be capable of calculating a cost value estimate by both the square foot method and a segregated unit-in-place method.
- i. The land pricing function should utilize Computer-Assisted Land Pricing tables to provide location and land-use indexing for mass updating of land values.
- j. The system shall be required to provide cost approach estimates on selected parcels, groups of parcels, or the entire file.
- k. Computer cost values for key field should be stored on a value history file or record. These would include Replacement Cost New of each structure, Replacement Cost New Less Depreciation of each structure, land value, physical depreciation by structure and functional/economic depreciation by structure.
- l. The cost estimates shall be fully integrated with the market approach subsystem to develop reports to study depreciation schedules, land rate schedules, neighborhood factors, date of sale adjustments and certain cost adjustment factors.
- m. Cost schedule additions should not require program modifications. New codes must be able to be added by updating cost schedules and data management libraries.

- J. MARKET APPROACH MODULE SPECIFICATIONS:** The market approach must provide for data screening, segmented analysis, market model generation, model evaluation, value predictions, comparable selection, and adjustment of comparable and field review reports.

The market module should produce market value estimates using comparable sales. It should include the ability to extract sold properties from the master file and build a sales history file for sales analysis purposes. For each improved residential property to be valued, the system should select from the sales history file, several (3-5) comparable properties which have recently sold. The selected sales shall be those which most closely resemble the subject. The comparable properties would be chosen from the same neighborhood or area similar to that of the subject.

Each individual selling price shall be adjusted to reflect the difference from the subject property characteristics and time. A weighted estimate of market value shall be determined from the adjusted selling price of the comparable properties, giving the most weight to the most comparable sale. A measure of dispersion of the various estimates shall be calculated and printed on the review documents as a guide to the reviewer/ASSESSOR.

For properties for which the market approach and the cost approach are the appropriate appraisal methods, the system shall allow for a correlation by the review appraiser/ASSESSOR who shall choose the final value estimate from the cost approach, the market approach, or arrive at a separate value estimate based on the information available. The final value, its source, the identification of the review appraiser/ASSESSOR and override reason code shall be entered on the database.

The system shall maintain a sales history file to be used for market valuation. The system should provide the ability to perform an appraisal-to-sale or an assessment-to-sale ratio analysis by neighborhood, property class, or value strata. Summary statistics should include the aggregate, mean and median ratio, the range and the coefficient of dispersion.

The system should include the ability to analyze sales ratio statistics by neighborhood and/or neighborhood group as well as class. This should provide the necessary information to make comparisons between classes and locations and identifying categories with significant differences in value level or variance. These categories can then be checked to determine if adjustments are required.

- K. INCOME APPROACH MODULE SPECIFICATIONS:** The income approach module contained in the system should perform valuation by income capitalization. All income producing real property and all apartment properties containing seven or more apartments shall be appraised by the income approach. Income modules for various types of income producing property shall be maintained by the system and applied consistently to each property with the appropriate characteristics. The CAMA system shall provide the review appraiser/ASSESSOR with the capability to model the market place(s) by physical characteristics, construction type, use, etc. for income-producing properties. Information pertaining to income and expense shall be obtained by the ASSESSOR on forms approved by the State of Connecticut. The CONTRACTOR shall enter in, and utilize, this information in the income approach module of the CAMA system provided. From these forms and other data sources, the CONTRACTOR shall establish market or economic rents and expenses for income producing properties. The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for various classes of property. All confidential income and expense data described in this section shall become the property of the CITY.

The mortgage-equity technique or the discounted-cash flow technique shall be utilized. When the rates, factors, methods and techniques have been approved by the ASSESSOR, the CONTRACTOR shall make appraisals of all income producing properties, subject to the approval of the ASSESSOR, with the CAMA system in accordance with the Connecticut General Statutes.

The review appraiser/ASSESSOR shall be presented with a review document which allows the correlation of all appropriate valuation approaches. The review document shall list the physical characteristics of the subject, the cost data previously described, the market approach previously described (if sale data exists), and two unique values for the property through the income approach; one income value is to be generated from actual income and market expense data for the subject property; the other, from market income and market expenses for properties of that type. The review appraiser/ASSESSOR shall then be able to correlate the available data and select a value estimate based on the information available. The final value, its source, the identification of the review appraiser/ASSESSOR, and an override reason code shall be entered on the database.

- L. TERMINATION:** Should either party wish to terminate the use of the COMPANY'S CAMA system, sufficient time shall be provided to the CITY to obtain a new CAMA system, convert the data for use with the new system, and prepare the next Grand List. During such time, the CAMA system must be available to the CITY to extract data, review and print records even if the term of warranty or maintenance agreements have expired, and under no circumstances shall the CITY be blocked or otherwise prohibited from using the software to extract data, review or print records.

XII. VISUAL DATABASE

- A. GENERAL:** The CONTRACTOR shall provide and install a visual database which must be available on all terminals in the ASSESSOR'S office. The visual database shall include images of all improved properties, and shall be capable of capturing multiple images of each structure or series card on an individual parcel and shall be fully integrated with the CONTRACTOR'S CAMA system.

The CONTRACTOR shall be responsible to take new images of any structure or improvement that has been changed since the last image was taken. Changes include new exterior color, siding, windows, roofing, addition or demolition. In addition, existing images shall be updated if they are otherwise obscured by shadow, rain, snow, haze, smoke, or fog. Any existing image found to be substantially accurate and current may remain and be utilized by the CONTRACTOR as part of the visual database.

All images shall be taken during in normal daylight, and shall not be obscured by shadow, rain, snow, haze, smoke, or fog. No images shall be taken earlier than 1 hour after sunrise and no later than 1 hour prior to sunset. For optimum visibility all images should be taken when the deciduous trees are free from leaves and when the ground is free from snow.

- B. DELIVERABLES:** No later than October 1, 2017 the completed visual database shall be installed on the CAMA system.

At the completion of this PROJECT the CONTRACTOR shall provide all necessary equipment and software needed for the ASSESSOR to update the database as necessary.

- C. UPDATES:** The Visual Database shall be completely updateable, either by individual property or by selectable range. The database shall be complete and up-to-date as of October 1, 2017 including all new construction, either partial or complete.
- D. ARCHIVES:** The Visual Database shall be capable of maintaining an archive of all images. All historic images in the archive shall be accessible by the CAMA.
- E. QUALITY CONTROL:** Within two weeks of the start of property imaging the CONTRACTOR shall submit to the ASSESSOR a plan for quality control. This plan should include some process of review to check for image

clarity, brightness and visibility. Any partial, obstructed, out of focus, or otherwise unclear image shall be retaken. Prior to the conclusion of the PROJECT the CONTRACTOR shall notify the ASSESSOR in writing of any structure that cannot be imaged due to unavoidable obstructions.

- F. TRAINING:** The CONTRACTOR shall provide structured training sessions for the ASSESSOR'S office staff to guarantee they achieve a sound understanding of the operation of the imaging system and operation of the update equipment. The ASSESSOR shall stipulate in writing that each training phase has adequately addressed the ASSESSOR'S Office staff needs in learning the skills required for each phase. The CONTRACTOR shall submit a formal schedule for training to the ASSESSOR, which shall coincide with CAMA training stipulated in section XI. E.

XIII. ADDITIONAL INFORMATION

- A. RECEIPT OF PROPOSALS:** Pursuant to the "Invitation Request for Proposals", proposal packages will be received by the Purchasing Office, Room 112, at the time and date set forth therein with the award to be made as soon as practicable thereafter. Proposal packages received prior to the date set for receipt will be securely kept; proposals received by the time set for receipt will be opened and recorded by the Supervisor of Purchases at the exact time set for receipt irrespective of any irregularities therein. Respondents and or their representative and any interested public may be present.

Proposals must be submitted upon the blank forms incorporated herein; must be signed and acknowledged by the Respondent where indicated; submitted in a sealed envelope and **clearly marked with the proposal number and description--Using the enclosed bid return label provided.**

- B. BID REQUIREMENTS:** Each PROPOSAL submitted by a company, corporation, partnership, or individual, thereafter termed COMPANY shall itemize the COMPANY'S qualifications and experience. Also the COMPANY shall submit a complete client list of Connecticut municipalities to which it has rendered services, and the nature of those services, during the last five (5) years, as well as a list of all revaluation projects the COMPANY is actively engaged in, or believes it will competitively bid on during the term of this PROJECT. The bid shall also include a statement showing the number of years that the COMPANY actually has been engaged as a company, corporation, partnership or individual specializing in governmental tax revaluation services.

The COMPANY must submit, as part of its PROPOSAL, a schedule and percentage of completed work based upon the experience of the COMPANY in performing revaluations, and based upon the CONTRACT SPECIFICATIONS as set forth in this CONTRACT in the sections entitled "Payment Schedule" and "Completion Dates".

- C. BONDING:** The COMPANY awarded the CONTRACT, shall, to secure the faithful performance by the COMPANY of the terms of this agreement, furnish to the CITY OF MIDDLETOWN, a 100% Performance Surety Bond in the amount of this CONTRACT, which bond shall be issued by reputable bonding company licensed to do such business in the State of Connecticut, with an A. M. BEST COMPANY rating of "A+" or better that is acceptable to the CITY.

Said bond shall be in form satisfactory to and approved by the CITY'S Office of General Counsel. The performance bond shall be delivered to the ASSESSOR within ten (10) days after signing of the CONTRACT and prior to commencement of actual work. This bond shall include the appeal requirements of these CONTRACT SPECIFICATIONS.

Commencement of the work prior to the approval by the CITY of the 100% Performance Surety Bond submitted by the COMPANY and prior to written notice to proceed from the CITY shall be grounds for the cancellation of the CONTRACT.

It is understood and agreed that upon completion of approved delivery to the CITY of the revaluation, that the performance bond shall be reduced to 5% of the value of the contract to cover the defense of appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been approved by the ASSESSOR and after the completion of the duties of the Board of Assessment Appeals. In addition, a 5% retainage may be held from each progress payment to ensure that service is in accordance with the time schedule set forth in the contract documents.

The reduced amount of the bond shall remain effective until a final resolution in the appeal process of any and all timely appeals (pursuant to Section 12-111, Section 12-117a or Section 12-119 of Connecticut General Statutes, (as amended from time to time) as taken from the doings of the Board of Assessment Appeals or ASSESSOR on the grand list of October 1, 2017.

D. INSURANCE REQUIREMENTS – SEE ATTACHED APPENDIX B

XIV. METHOD OF SELECTION FOR CRITERIA FOR AWARD

- A. EVALUATION AND SELECTION:** The City of Middletown' selection committee shall review all proposals received and short list the number to the three (3) most qualified firms. Selected firms shall then be notified in writing. If necessary, interviews will be scheduled. The committee shall then interview and rate the firms. If three (3) or less firms respond, all of the firms shall be interviewed if deemed necessary.

Firms selected to interview may be requested to prepare an oral presentation not to exceed twenty (20) minutes. The presentation shall address the following:

- a. Discuss the firm's technical approach to provide the required services.
- b. Discuss the firm's qualifications and experience to provide the services as specified

The Purchasing Department will schedule the time and location of the interview. Respondents who are not invited to participate in this interview process shall be notified in writing.

All finalists will be notified in writing of the final consultant selection following City approval of the negotiated fee.

The following factors will be considered by the City of Middletown, in evaluating the proposals submitted for award. The factors to be evaluated will not necessarily be evaluated in the order in which they are presented but will be appropriately weighted in descending order of importance.

- The technical competence of the firm;
- The firm's experience on similar projects;
- Any and all past experience between the firm and the City of Middletown;
- The firm's qualifications and experience of key personnel;
- Reputation of the firm based on references;
- Technical Approach - the firm's responsiveness to meet or exceed the specifications;
- An evaluation of the Fee Structure: proposed fees for services to include estimated cost as compared to other proposals submitted;

- Schedule application/validity - the firm's current workload and ability to provide the services within the time allotted;
- The firm's knowledge of federal, state and city procedures.
- The firm's ability to furnish the required certificate of Insurance.

Consideration in the awarding of the contract will be given, but not limited to, price, the accuracy and responsiveness of the PROPOSER, the experience, competence and financial condition of the PROPOSER, time for completion and/or labor force adequate to perform the work, the nature and size of the PROPOSER'S organization, quality of similar projects it has performed and completed in the past either the CITY or in the State of Connecticut, experience in utilizing the City's CAMA software, and a determination by the CITY that the PROPOSER has the ability to complete the PROJECT successfully.

XV. GENERAL TERMS AND CONDITIONS

Any prospective Respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the request for PROPOSALS.

1. Acceptance or Rejection by the City of Middletown - The City of Middletown reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the City of Middletown. Respondents whose proposals are not accepted shall be notified in writing.
2. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the City of Middletown unless stated otherwise in the RFP or contract.
4. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Middletown.
5. Stability of Proposed Prices - Any price offering from consultants must be valid for a period of ninety(90) days from the due date of consultant proposals.
6. Oral Agreements - Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.
7. Amending or Canceling Requests - The City of Middletown deserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the City to do so.
8. Rejection for Default or Misrepresentation - The City of Middletown reserves the right to reject the proposal of the consultant which is in default of any prior contract of for misrepresentation.
9. City's Clerical Errors in Awards - The City of Middletown reserves the right to correct inaccurate awards resulting from its clerical errors.
10. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
11. Changes to Proposal - No additions or changes to the original proposal will be allowed after submittal.
12. Collusion - By responding, the consultant implicitly states that the proposal is not made in connection with any competing consultant submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the consultant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the consultant's proposal preparation. The Respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.
13. Contract Requirements - A formal contractual arrangement will be entered into with the consultant selected as per the City of Middletown's standard form of Agreement. The contents of the proposal submitted by the successful Respondent and the RFP will become part of any contract award.
14. Rights Reserved to the City of Middletown - The City of Middletown reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

15. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is Tuesday, November 1, 2016 by noon (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at **www.middletownct.gov**. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

16. Certificates of Insurance - The selected firm shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements".

17. Bonds -

- A. Bid Bond - The proposal must be accompanied by a Bid Bond which shall not be less than ten percent (**10.0%**) of the total bid amount. The Bid Bond shall be prepared on the forms attached to these documents by a recognized Surety Company acceptable to the City. Premiums shall be paid by the bidder. The bid bond shall be made to the City of Middletown. **Alternate bond forms will not be accepted by the City.**

Certified checks in an amount of not less than ten percent (10.0%) of the total bid as stated above, made payable to the City of Middletown, will be accepted in lieu of a bid bond.

- B. Guarantee by Surety - The bid shall be accompanied by a written guarantee submitted on the form attached to these documents by a Surety authorized to do business in Connecticut that it will provide the 100% Performance Bond included within these specifications required by the contract documents if the bidder's bid is accepted.
- C. Performance and Labor and Materials Bond - The bidder shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the contract price as security for faithful performance of the contract and for payment

of all persons performing labor or supplying materials on the project under the contract, prior to the execution of the contract. Surety on such bond shall be provided by a duly authorized Surety company licensed to do business in the State of Connecticut and all bonds shall meet the approval of the City of Middletown. Premiums shall be paid by the bidder. All bonds shall be made to the City of Middletown. The bidder must utilize the Performance Bond Form included with these specifications. **Alternate bond forms will not be accepted.**

D. Maintenance Bond - Following completion of the project, the bidder shall be required to furnish a Maintenance Bond on the designated form incorporated herein. The Maintenance Bond shall be in the amount of ten percent (10%) of the contract price and must be furnished to the City of Middletown prior to the execution of the final payment and will act as a warranty for a period of twelve (12) months from date of final payment as set forth in the Maintenance Bond. **Alternate bond forms will not be accepted.**

E. Amendments to Bonds - Any changes, modifications, amendments and/or alterations to any of the required bond forms shall be highlighted and the City shall be advised of same and consent to same prior to its acceptance of the bond as so changed, modified, amended and/or altered. Failure to advise the City of these changes in accordance with this requirement shall make the bidder ineligible to bid on any future City projects.

F. Tax Bonds - All Non-resident Trade Contractors are required to submit either a "Verification approval (form AU-960 & 961) Or Acceptance of Surety Bond (form AU-964) to the State of Connecticut Department of Revenue Services (DRS). The successful bidder must provide approval confirmation to the City of Middletown submitting form (AU-962) or (AU-965) issued from the DRS prior to the issuance

of the Notice to Proceed.

18. Withdrawal of Proposals - Negligence on the part of the Respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

19. Assigning, Transferring of Agreement - The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

20. Cost of Preparing Proposal - The City shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

21. Time of Completion/Liquidated Damages - The bidder shall be available to commence work within ten (10) consecutive calendar days after receipt of the Notice to Proceed as issued by the City and shall agree to complete the work within the time specified for completion.

Bidders are advised that the date set for substantial completion for this project shall no later than October 15, 2017.

Any contract awarded pursuant to this Bid Document shall be subject to a liquidated damages provision whereby the Parties recognize that time is of the essence with this project and that the City will suffer financial loss if the project is not completed within the times specified in the Contract documents, plus any extensions of such deadlines thereof allowed by the City.

The bidder agrees that all extensions made by the City shall be in writing or shall be deemed ineffective. The bidder also recognizes that the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the project is not completed on time. Accordingly, instead of requiring any such proof, the bidder agrees that as liquidated damages for delay (but not as a penalty) bidder shall pay the City four hundred dollars (\$400.00) for each day that expires after the time specified in this section for substantial completion, until the project is determined in good faith to be substantially complete by the City.

- A. **January 1, 2017:** CAMA system (NEW) including all bridges and is to be installed, tested and completely operational.
- B. **October 15, 2017:** Final value review must be complete and turned over to the ASSESSOR.
- C. **January 15, 2018:** If this option is selected, all informal hearings must be completed, and all revaluation records and items must be delivered to the ASSESSOR in accordance with this CONTRACT and CONTRACT SPECIFICATIONS.

Liquidated damages due under this clause, shall be deducted from the CONTRACT price and represent a fair and equitable estimate of the damages the CITY will suffer if the COMPANY'S work is not completed on or before the specified dates or is not in conformity with the standards of these SPECIFICATIONS. The CITY shall have the right to use the funds withheld from each periodic payment under terms of these CONTRACT SPECIFICATIONS to satisfy in whole or in part, the liquidated damages provided in these SPECIFICATIONS.

Delays occasioned by war, strike, explosion, Act of God or order of Court or other public authority are excepted.

After substantial completion has been achieved, if bidder shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract documents for the completion and readiness for final payment or within the time frame allowed by any proper extension that is granted by the City, the bidder shall pay the City four hundred dollars (\$400.00) for each day that such work is not completed. These liquidated damages will apply to any termination for cause or convenience, with or without cause and without prejudice to any other right or remedy of the City.

- 22. Termination: If bidder fails to fulfill its obligations under this Agreement violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the bidder's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. Additionally, the City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving ten (10) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the contract shall terminate at the end of that month. The bidder shall be compensated for only those services actually rendered prior to the date of termination.

- 23. Bankruptcy Receivership, Insolvency: If the RESPONDENT does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the RESPONDENT shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt,

then, and forthwith thereafter, the CITY shall have the right at its option and without prejudice to its rights hereunder to terminate the CONTRACT and withhold any payments due.

24. Hold Harmless Agreement: the RESPONDENT shall, at all times, defend, indemnify, protect and save harmless, the CITY and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of the RESPONDENT. Said hold harmless clause shall include, but not be limited to investigation, defense and settlement or payment or judgement of any legal liabilities.

25. Subsequent Legislation: If, during the term of this contract, legislation is enacted by the General Assembly, making it unnecessary or undesirable for the CITY to complete the Project, the CITY, upon seven (7) days written notice to the RESPONDENT, may terminate the contract. Upon such termination, the CITY shall pay the RESPONDENT that percentage of the total work completed under the contract as of the date of such termination, plus any retainage held by the CITY from prior payments. Upon making these payments, the CITY shall be relieved of any further obligations to the RESPONDENT under this Agreement.

26. Severability: In the event any part of any clause or provision of this CONTRACT OR CONTRACT SPECIFICATIONS is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this CONTRACT.

27. Waiver: No action or failure to act by the CITY shall constitute a waiver of any right or duty afforded it under the CONTRACT OR CONTRACT SPECIFICATIONS, nor shall it prohibit the CITY from future exercise of any

such a right.

28. Misrepresentation or Default: The CITY may void this agreement if the RESPONDENT has materially misrepresented any offering or defaults on any contract with a Connecticut municipality. The RESPONDENT shall, also, immediately notify the CITY of any claim or case formally brought against the Respondent.

29. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

30. Failure of Bidder to Execute Contract - When notification of award of the contract is made to the successful bidder and he does not, within ten (10) consecutive calendar days thereafter, execute a Contract in the form previously mentioned and furnish satisfactory bond, his failure to do so shall cause him to forfeit its bid security payment .

STATEMENT OF UNDERSTANDING:

The respondent shall include a detailed statement of the firm's understanding of the requirements of this project and the approach to be taken to conduct services outlined in the scope of Project section previously described and the timeframe to complete the services.

1. COPIES REQUIRED:

The Respondent shall be required to submit **four(4)** hardcopies and **one (1)** electronic copy of their proposal for these services to the Office of the Supervisor of Purchases by the time and date specified. All proposals submitted must include a schedule of fees for providing services as required. Fee shall be submitted in accordance with the fee schedule outlined below.

Proposal documents shall be submitted to the Purchasing Office in a sealed envelope by the time and date specified. The envelope shall be clearly marked with the proposal number and description, using the bid return label provided.

2. FEE STRUCTURE:

LUMP SUM: The Respondent shall be required to submit their fee to complete the appraisal and revaluation on the form provided to the format indicated. The fee for the various others services shall be on a per diem rate. No additional charges for reimbursable expenses shall be accepted for these services.

3. PROPOSAL DOCUMENT:

The Company shall be required to submit the following information with their proposal, assembled in the order presented:

Please be sure to address the following areas of concern. Proposals shall include the information listed below. Indicate with a check (✓) in the left hand column that they have been included with your Proposal.

- | | |
|-------|--|
| _____ | Letter of Transmittal and detailed approach |
| _____ | One page summary of the Company's advantages and strengths. |
| _____ | Name and telephone number of person(s) to be contacted for further information and clarification. |
| _____ | Listing of all municipal revaluations completed during the past five (5) years, including client contact, telephone number, size of municipality (indicated by number of real estate accounts), scope of services rendered, and date completed under present corporate entity, such list must include at least two Connecticut communities similar to and at least equal to in size of Middletown. |
| _____ | Listing of all municipal revaluations now underway or under contract, including client contact, telephone number, size of municipality (indicated by number of real estate accounts), scope of services rendered, and date to be completed. |
| _____ | Identification of certified Company personnel with CAMA experience that would be assigned to the project. |
| _____ | Description of sales analyses performed to verify accuracy of valuation. |

_____ Listing of all municipalities where the Proposer has used the City's existing CAMA software, APPRAISAL VISION, to perform a full or update revaluation, or is currently using the proposed computer assisted mass appraisal (CAMA) software.

_____ Description of the Company's public relations program that would be used throughout the revaluation project.

_____ Copy of Company's Connecticut Revaluation Company Certificate.

_____ Indication of how many years has been engaged as a company, corporation, partnership or individual specializing in governmental tax revaluation service.

_____ Each Company shall provide the name of a person, or designated representative of the Company to whom all official Notices or correspondence shall be sent and the correct mailing address of such individual.

_____ Proposal pages detailing Fees and unit prices as requested

_____ 10% Bid bond and Certificate of Surety

_____ Non Collusive Statement, Affirmative Action Experience or EEO Policy

_____ A Brief statement detailing whether your firm is currently in litigation or has been involved in litigation in the past five (5) years. If there is litigation history, please explain the circumstances and the outcome.

_____ Submit FOUR (4) hardcopies and ONE (1) electronic copy of entire proposal.

**RFP #2016-025
REAPPRAISAL AND REVALUATION
PROPOSAL PAGE**

Issue Date: **10/18/2016** Reply Date: **Wednesday, November 16, 2016 at 3:00 P. M.**

To: Purchasing Agent
City of Middletown
Room 112, Municipal Building
245 DeKoven Drive
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the specifications, general terms and conditions and related contract documents and propose and agree to contract with the City of Middletown in the form of agreement to provide all of the services specified herein in the manner prescribed and in accordance with the specifications and agree to complete the Reappraisal and Revaluation for the following cost:

THE Proposal MUST BE SIGNED BY THE RESPONDENT TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

The proposal is made with the understanding that it cannot be withdrawn for a period of ninety (90) days after the date set for opening of the proposals.

We are submitting the below fee schedule in accordance with your Scope of Services and Proposal Requirements.

We understand that this proposal page must be signed by an authorized agent of our organization to constitute a valid request for proposal.

This PROPOSAL is accompanied by surety in the amount of ten percent (10%) of the dollar Proposal in the form and amount indicated below.

10% Bid Bond or Check is attached to this bid in the amount of:

_____ (\$ _____)

Written figures

Bid Security from: _____
(Insert Bonding Company/Bank name and address on the line provided.)

BIDDER acknowledges receipt of the following ADDENDA:

No. 1 Date: _____
No. 2 Date: _____
No. 3 Date: _____

SCHEDULE OF FEES

LUMP SUM NOT TO EXCEED FEE for services to complete the reappraisal and revaluation of Real Property based on the scope of services as detailed in this proposal. In the items that follow, Respondent shall include all personnel, labor, equipment, software, training of City personnel, promotional materials, duplication of all related materials, preparation and duplication of all related reports, attendance at public hearings, meeting attendance, all applicable taxes, fees and other incidental costs and must bid on every item. Prices are to be written in words and figures. In case of a discrepancy, the bid amount in words shall prevail. Under no circumstance will additional costs be accepted by the City beyond those specified herein.

#	ITEM DESCRIPTION - UNIT PRICE PER EACH IN WORDS AND FIGURES
BASE BID: REVALUATION USING CITY'S EXISTING CAMA SYSTEM	
1.	<p>COST TO COMPLETE REAPPRAISAL AND REVALUATION OF REAL PROPERTY (TAXABLE AND EXEMPT) WITHIN CORPORATE LIMITS OF THE CITY OF MIDDLETOWN,EFFECTIVE October 1, 2017 USING CITY'S EXISTING CAMA SYSTEM – APPRAISAL VISION (6.5)</p> <p>FOR THE LUMP SUM COST NOT TO EXCEED:</p> <p style="text-align: right;">(\$ _____)</p> <p>Written figures</p>
ALTERNATE BID: REVALUATION WITH CAMA CONVERSION TO THE COMPANY'S CAMA SYSTEM	
2	<p>COST TO COMPLETE REAPPRAISAL AND REVALUATION OF REAL PROPERTY (TAXABLE AND EXEMPT) WITHIN CORPORATE LIMITS OF THE CITY OF MIDDLETOWN,EFFECTIVE October 1, 2017 USING COMPANY'S CAMA SYSTEM</p> <p>PLEASE IDENTIFY SYSTEM TO BE USED: _____ VERSION _____</p> <p>FOR THE LUMP SUM COST NOT TO EXCEED:</p> <p style="text-align: right;">(\$ _____)</p> <p>Written figures</p>
ADDITIONAL OPTIONAL COSTS	
3	<p>LITIGATION SUPPORT, PER DAY/PER PERSON</p> <p>FOR THE LUMP SUM COST OF :</p> <p style="text-align: right;">(\$ _____)</p> <p>Written figures</p>
4	<p>INFORMAL HEARINGS SUPPORT OVER THE SPECIFIED BASE, PER DAY/PER PERSON</p> <p>FOR THE LUMP SUM COST OF :</p> <p style="text-align: right;">(\$ _____)</p> <p>Written figures</p>

Payment Terms: _____ % Net _____ Days.

1. That this PROPOSAL is executed by said CONTRACTOR with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the INVITATION FOR PROPOSAL on the subject project, unless specifically noted in the CONTRACTOR'S Proposal.

2. That should this PROPOSAL be accepted in writing by the City of Middletown, Connecticut, (hereinafter called CITY) said CONTRACTOR will furnish the services, for which this PROPOSAL is submitted at the dollar amount indicated and in compliance with the provisions of the said CONTRACT and CONTRACT SPECIFICATIONS.
3. If a Proposal Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Connecticut and acceptable to the CITY. If a Certified Check is submitted, it shall be made payable to the "City of Middletown".
4. That the CONTRACTOR or his or her representative has visited the City; is familiar with its geography, general character of housing and its commercial and industrial areas; has examined the quality and condition of the Assessor's records; and has met with the Assessor to make himself or herself knowledgeable of those matters and conditions in the CITY which would influence this Proposal.
5. That all items, documents, and information required to accompany this Proposal of the aforesaid PROPOSAL FORMAT AND CONTENTS are enclosed herewith.
6. That the CONTRACTOR proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid Proposal Specifications for the total amount of:
7. The CITY reserves the right to reject any, or any part of, or all Proposal Proposals; to waive informalities and technicalities; and to accept that Proposal which the CITY and the ASSESSOR deem to be in the best interest of the CITY, whether or not it is the lowest dollar Proposal.
8. Consideration in the awarding of the CONTRACT will be given, but not limited to, price, experience and competence of the Proposer, the nature and size of the Proposer's organization, experience of the Proposer with the City's APPRAISAL VISION CAMA system, and quality of similar projects it has performed and completed in the past and determination by the CITY that the CONTRACTOR has the ability to complete the WORK.
9. Each company, corporation, partnership, individual or other entity (herein after referred to as the COMPANY) must hold, through the time or submission of the Proposal to the CITY through the completion of all work therein after required, valid Connecticut Revaluation Certificate, pursuant to Section 12-2c of the Connecticut General Statutes.
10. The COMPANY must complete a schedule and percentage of completed work based upon the experience of the COMPANY, in performing revaluations, and based upon the CONTRACT SPECIFICATIONS as set forth in this CONTRACT, on the enclosed form entitled "Schedule and Percentage of Completed Work". An unbalanced Proposal will be cause for rejection.

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ Individual / Sole Proprietor
(Please Check One)

_____ Limited Liability Company / Partnership

_____ Corporation

Contact Information

Contact Name: _____ Title: _____

Additional Contact: _____ Title: _____

Phone Number: _____ Fax: _____

Email Address: _____

Website: _____

JOINT VENTURE

(To be completed for those firms submitting a proposal as a joint venture assignment.)

Name of Organization: _____

Address of Local Office: _____

Address of Principal Office: _____

Name of Agent Submitting Proposal: _____
(May be contacted with questions)

Title: _____

Telephone Number: _____

Name / Title of Individual with Contractual Authority: _____

Type of Ownership: Corporation, Partnership, Etc.: _____

Nature of Firm's Principal Business: _____

Type of Firm - Architectural, Engineering, Environmental, Combination or Other:

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.

NON-COLLUSIVE STATEMENT

All Respondents are required to sign a Non-Collusive Statement with all public proposals as follows:

- I. The proposal has been arrived at by the Respondent, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other provider of materials, supplies, equipment, or services described in the Invitation for Proposals, designed to limit independent bidding or competition; and
2. The contents of the proposal have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent or its surety on any bond furnished with the proposal, and will not be communicated to any person prior to the official opening of the proposals.

Date_____

Signed

Company

Address

Telephone Number

IDENTIFICATION OF CERTIFIED COMPANY PERSONNEL LIST			
#	NAME/ DATE OF HIRE	DUTIES AND RESPONSIBILITIES PLEASE PROVIDE BRIEF DESCRIPTION	TYPE OF CERTIFICATION REQUIRED (ATTACH COPY)
1			
2			
3			
4			
5			
6			
7			
8			
9			

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned

as Principal, and _____

as Surety are held and firmly bound unto the _____ hereinafter called the

"Owner", in the penal sum of \$ _____ Dollars (\$ _____) lawful money of the

United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated for **RFP #2016-025 REAPPRAISAL AND REVALUATION OF REAL PROPERTY- City of Middletown, CT**

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within sixty (60) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this day of _____, 2016, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties of this Bond.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

_____(Seal)
Individual Principal

Business Address

Attest:

By:_____
Corporate Principal

Business Address

By_____
Affix Corporate Seal

Attest:

Corporate Surety

Business Address

By_____
Affix Corporate Seal

Countersigned by_____

*Attorney-in-fact, State of_____

*Power-of-Attorney for person signing for Surety Company must be attached to bond.

CERTIFICATE OF SURETY

The undersigned, _____, hereby certifies that it is a surety, duly authorized to do business in the State of Connecticut and hereby agrees and guarantees to furnish to _____ the labor and material payment bond and/or the performance bond required by the Contract Documents, as defined in **RFP #2016-025 REAPPRAISAL AND REVALUATION OF REAL PROPERTY- City of Middletown, CT**, if _____'s bid is accepted by the City of Middletown.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 2016

Signed, Sealed and Delivered
in the Presence of:

**SURETY COMPANY OF DULY
AUTHORIZED AGENT**

Its, Duly Authorized

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called "Principal", and

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Middletown, Connecticut, as Obligee, hereinafter called "City" in the amount of:

_____ (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by written agreement dated _____, entered into a Contract with the City for **RFP #2016-025 REAPPRAISAL AND REVALUATION OF REAL PROPERTY- CITY OF MIDDLETOWN, CT** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall faithfully and promptly perform said Contract, and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the City of Middletown, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by the City.

Whenever Principal shall be, and declared by the City to be in default under this Contract, the City having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and Surety of the lowest responsible RESPONDENT, arrange for a Contract between such RESPONDENT and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph)

sufficient funds to pay the cost of completion.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall occur on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

Signed and sealed this _____ day of _____, 2016 A.D.

In the presence of:

Principal _____ (SEAL)

_____ by _____

_____ (SEAL)

_____ BY _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we the undersigned,

_____ (Contractor) as Principal, and _____

_____, as Surety, are held and firmly bound unto the City of Middletown, Connecticut, hereinafter called the "City", in the final sum of _____ Dollars (\$_____) lawful monies of the United States for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has executed an Agreement, dated _____ 2016, for the Contract **RFP #2016-025 REAPPRAISAL AND REVALUATION OF REAL PROPERTY- CITY OF**

MIDDLETOWN, CT

THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a period of twelve (12) months from the date of final Payment without additional cost to the City. Failure to comply with such required work shall constitute a violation and all monies covered by this Bond shall become payable to the City.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

In the presence of: _____ (Seal)
(Individual Principal)

(Business Address)

(Seal)
(Partnership)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

By: _____(Seal)

Attest:

(Corporate Surety)

_____(Seal)

Countersigned by:

Power of Attorney for persons signing for Surety Company or Principal must be attached to Bond.

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Director of Equal Opportunity and Diversity Management, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Office of Equal Opportunity and Diversity Management Director:

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes. Unless provisions are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, in any manner is prohibited by the laws of the United States or of the State of Connecticut and the City of Middletown. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13, 2/4/16)

APPENDIX B - INSURANCE REQUIREMENTS

RFP #2016-025 REAPPRAISAL AND REVALUATION OF REAL PROPERTY FOR THE CITY OF MIDDLETOWN

A. GENERAL REQUIREMENTS:

The **VENDOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **VENDOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **VENDOR** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **VENDOR'S** responsibility under this contract.

The **VENDOR**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the City of Middletown. Upon request, the **VENDOR** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the VENDOR forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **VENDOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **VENDOR** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

The **VENDOR** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single

limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(4) **Professional Liability Insurance –**

The **VENDOR** shall carry Professional Liability Insurance in an amount of not less than \$1,000,000.

(5) **Umbrella Liability Insurance –**

The **VENDOR** shall carry Umbrella Liability Insurance in an amount of not less than \$10,000,000.

C. SUBCONTRACTORS REQUIREMENTS:

The **VENDOR** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **VENDOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **VENDOR** shall require that the City of Middletown be named as an Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **VENDOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend the amounts of coverage required and types of coverage provided based on work or service to be performed.

INSURANCE LANGUAGE

APPROVED AS TO FORM:

NANCY CONAWAY-RACZKA
RISK MANAGER

September 8, 2016
DATE

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

RFP# 2016-025- REAPPRAISAL AND REVALUATION OF REAL PROPERTY

Return Date: Wednesday, November 16, 2016 at 3:00 pm

City of Middletown Purchasing Department

Municipal Building Room 112

245 DeKoven Drive

Middletown, CT 06457

